

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. AG-52B1-S-12-0025	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07/17/2012	PAGE OF PAGES 1 35

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 588975	6. PROJECT NO. ORB 12-7020
7. ISSUED BY Hoosier National Forest 811 Constitution Ave Bedford, IN 47421	CODE 52B1	8. ADDRESS OFFER TO USDA FOREST SERVICE EASTERN REGION ATTN: ORB-PZ Contracting Officer 3 RD FLOOR - AQM 626 E. WISCONSIN AVE. MILWAUKEE, WI 53202
9. FOR INFORMATION CALL:	A. NAME Mark Corse	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 812-277-6863

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

FS -132 PINE CREEK SOUTH ROAD LANDSLIDE REPAIR**Price Range**

The Government's estimate is:

between \$1,000,000 and \$5,000,000.

This requirement is set aside for Service-Disabled Veteran-Owned Small Businesses per FAR Part 19.14 – SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS PROCUREMENT PROGRAM

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>180</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>3:00pm</u> (hour) local time <u>08/15/2012</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
CODE	FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5)	
26. ADMINISTERED BY Same as Block 7	CODE 52B1	27. PAYMENT WILL BE MADE BY USDA OCFO COD APB P O BOX 60075 NEW ORLEANS, LA 70160	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>		31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> MARK CORSE	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

Computer Generated

STANDARD FORM 1442 BACK (REV. 4-85)

PART I—THE SCHEDULE
SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS
SCHEDULE OF ITEMS

U.S.F.S. WAYNE NATIONAL FOREST FS-132 Pine Creek South Road Landslide Repairs DECATUR TOWNSHIP, LAWRENCE COUNTY, OHIO - VERNON TOWNSHIP, SCIOTO COUNTY, OHIO Schedule of Items 25-Apr-12						
Item	Description	Method of Measure	Unit	Quantity	Unit Price	Item Total
0001	Site #1 & #2 – Mobilization	LSQ	LS	1	\$	\$
0002	Site #1 & #2 - Layout of Project	LSQ	LS	1	\$	\$
0003	Site #1 & #2 - Directional Drilling and Installation of 3" HDPE Pipe	AQ	Lin. Ft.	2530	\$	\$
0004	Site #1 & #2 - Anchor Cable	AQ	Lin. Ft.	2600	\$	\$
0005	Site #2 - Soft Wall	AQ	Sq. Ft.	1800	\$	\$
0006	Site #2 - Concrete Anchor Blocks	AQ	Each	8	\$	\$
0007	Site #2 - Vertical Waler for Spreader System Pipe	AQ	Each	36	\$	\$
0008	Site #2 - Spreader Pipe	AQ	Lin. Ft.	1800	\$	\$
0009	Site #2 - Segmental Concrete Block Wall	AQ	Sq. Ft.	2000	\$	\$

0010	Site #2 - ODOT #67 Limestone Backfill	AQ	Tons	1000	\$	\$
0011	Site #1 - Soft Wall	AQ	Sq. Ft.	2240	\$	\$
0012	Site #1 - Concrete Anchor Blocks	AQ	Each	8	\$	\$
0013	Site #1 - Vertical Waler for Spreader System Pipe	AQ	Each	48	\$	\$
0014	Site #1 - Spreader Pipe	AQ	Lin. Ft.	1280	\$	\$
0015	Site #1 - Segmental Concrete Block Wall	AQ	Sq. Ft.	2240	\$	\$
0016	Site #1 - ODOT #67 Limestone Backfill	AQ	Tons	1400	\$	\$
0017	Site #1 & #2 - Subsurface Drainage	AQ	Each	2	\$	\$
0018	Site #1 – Culvert	AQ	Lin. Ft.	80	\$	\$
0019	Site #1 & #2 - Road Surface Stone	AQ	Tons	200	\$	\$
0020	Site #1 & #2 - FS-132 Road Barricades	LSQ	LS	1	\$	\$
0021	Site #1 & #2 – Clearing	LSQ	LS	1	\$	\$
0022	Site #2 – Guardrail	CQ	Lin. Ft.	90	\$	\$
0023	Site #2 - Flared End Sections	AQ	Each	2	\$	\$

0024	Site #1 & #2 - Silt Fence	AQ	Lin. Ft.	500	\$	\$
0025	Site #1 & #2 - Seeding and Mulching	AQ	Acres	1	\$	\$
	Total =					\$

Contractor Acceptance Statement: By signing the offer, the Contractor agrees to all terms, conditions, and provisions included in the solicitation and agrees to furnish any awarded items at the price set in the schedule **unless otherwise excepted as follows:**

Contractor Notes:

1. Contractor must be registered in www.ccr.gov and <https://orca.bpn.gov> in order to submit an offer on this project.
2. This is a construction project with 100% Performance and Payment bond requirement
3. Contracts over \$650,000 will require registration in CPARS, a performance rating system
5. Award will be made to one contractor. You must submit pricing for all items, including any option items and/or option years to be considered

ADDITIONAL INFORMATION AND INSTRUCTIONS

1. **CONTRACT ADMINISTRATION:** All contract administration matters will be handled by the following individuals: (Offeror to complete this section.)

OFFEROR:

EMAIL:

TIN:

DUNS:

2. **GOVERNMENT: ADMINISTRATIVE CONTRACTING OFFICE:**

USDA FOREST SERVICE
OHIO RIVER BASIN PROCUREMENT CLUSTER

c/o HOOSIER NATIONAL FOREST
ATTN: MARK CORSE
811 CONSTITUTION AVE
BEDFORD, IN 47421
(812) 276-4729

3. **CONTRACTOR REMITTANCE ADDRESS:** All payments by the Government to the contractor under this contract will be made in accordance with Electronic Funds Transfer (EFT) methods referenced in this solicitation. All required information must be in the Central Contractor Registration (CCR) at www.ccr.gov. To check on payments once a contract has been awarded, contact the Miscellaneous Payments Section of the National Finance Center at 1-800-421-0323.
4. **CHANGES IN PAYMENT INFORMATION**
- A. Notify the Contracting Officer immediately when vendor information contained in CCR is changed in any way. Failure to notify the CO of changes in banking information may result in delay of payments.
5. **INVOICES:** Invoices shall be submitted in arrears, no advance payments will be authorized. Unless otherwise noted on the individual Task Orders, contractors shall submit invoices for payment as follows:

- A. If the work performance period cited in the individual Task Order is 30 days or less the contractor shall submit an invoice to the government at the end of the performance period. No partial payments will be authorized.
- B. If the work performance period cited in the individual Task Order is greater than 30 days partial payments may be authorized on a monthly basis and upon completion of the ordered work, or at other intervals approved by the Contracting Officer.
- C. In accordance with Prompt Payment Act (Public Law 97-177), contractors are to submit proper invoices for payment.

A proper invoice includes:

- Name and address of the Contractor
 - Invoice date and invoice number
 - Contract/order number
 - Taxpayer Identification Number (TIN)
 - Description, quantity, unit of measure, unit price, and extended price
 - Shipping and payment terms (unless mutually agreed that this information is only required in the contract)
 - Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice
- D. The invoice must contain specific information as listed below or the invoice shall be returned to the contractor within seven days after receipt, noting reasons why it is not a proper invoice. The agency payment office will no longer “hold” or “pen and ink” the invoice in an attempt to correct it. The contractor must correct and resubmit the invoice to the payment office where it will again be date stamped upon receipt.
- E. GOVERNMENT INVOICE ADDRESS: Unless otherwise directed in the ask Order, all invoices from the contractor shall be mailed to the following address:

USDA FOREST SERVICE
WAYNE NATIONAL FOREST
ATTN: CHRIS WILSON, COR
13700 US HIGHWAY 33
NELSONVILLE, OH 45764

- F. Once the proper invoice has been received and approved, payment will be processed in accordance with the Prompt Payment Act and contract terms. Invoice payment will be considered payable after receipt of supplies/services or receipt of a proper invoice; whichever is later.

- a. For supply and services awards, and final payment of construction awards, payment will be due within 30 days.
 - b. For partial payments due under construction contracts payment will be due within 14 days.
- G. If payment is not received with 10 working days following the due date, notify the Contracting Officer's Representative or Contracting Officer.
- H. Contractors are encouraged to Contact PAYMENT INQUIRY at the National Finance Center (800) 421-0323 concerning status of past due invoices.

Contractors are encouraged to enroll in the U.S. Department of the Treasury's Financial Management Service (FMS), Internet Payment Platform (IPP). To enroll in the IPP-PAID service, please call IPP's toll-free number at **(866) 973-3131** or email at **bos.ipp.helpdesk@bos.frb.org**. This service is free and provides vendors with advance notification of payments processed through EFT. For additional information go to the IPP-PAID website at <https://www.ipp.gov/>.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Scope of Contract

Provide all equipment labor, materials, services, supplies and other incidentals to perform the work identified herein as the FS-132 Pine Creek South Road Landslide Repairs.

Work will consist of the following but not limited to these items: Directional drilling and installation of 3 – inch HDPE pipe; steel cable installation; concrete anchor blocks; excavation; steel fabrication and erection; segmental concrete wall construction, limestone backfill; guardrail; clearing; seeding and mulching.

Project Location

FS-132 Pine Creek Road South Landslide Repairs in Decatur Township, Lawrence County, Ohio and Vernon Township, Scioto County, Ohio. The access from Twp. Rd. 211 Decatur Township, Lawrence County, Ohio

AGAR 452.211-72 Statement Of Work/Specifications (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

AGAR 452.211-73 Attachments To Statement Of Work/Specifications (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION D--PACKAGING AND MARKING

{For this Solicitation, there are NO clauses in this Section}

SECTION E--INSPECTION AND ACCEPTANCE

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

SECTION F--DELIVERIES OR PERFORMANCE**FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 . [Contracting Officer insert number] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 [The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.] The time stated for completion shall include final cleanup of the premises.

AGAR 452.236-75 Maximum Workweek – Construction Schedule (NOV 1996)

Within 10 calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following information in writing for approval:

- (a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and
- (b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposed to carry out the work.

The maximum workweek that will be approved is Monday through Friday.

SECTION G--CONTRACT ADMINISTRATION DATA**AGAR 452.215-73 Post Award Conference (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled and held within 10 days after the date of contract award. The conference will be held at TBD.

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

The contracting Officer may designate a Contracting Officer's Representative (COR) at the time of award.

The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

On all matters that pertain to the contract terms the contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the contracting officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal for a contract claim.

GOVERNMENT-FURNISHED PROPERTY

NONE

SECTION H--SPECIAL CONTRACT REQUIREMENTS**EQUIPMENT CLEANING**

All soil moving equipment shall be thoroughly cleaned to make it free of soil, noxious weed seeds, vegetative matter or other debris that could contain or hold seeds prior to being delivered to the project site. Equipment shall be considered free of soil, noxious weed seeds and other such debris when a visual inspection by the C.O.R., prior to the equipment being delivered to the site, does not disclose such material present. Disassembly of equipment components is not required. The Contractor shall notify the Forest Service at least five (5) working days prior to moving each piece of soil moving equipment onto the project site, unless otherwise agreed.

The Contractor shall thoroughly clean all soil moving equipment prior to moving them off a project site or between work areas on a project site that are known to be infested with noxious weed species of concern and other work areas, if any, that are free of noxious weed species of concern. Areas known to be infested with specific noxious weed species of concern to the Forest Service shall be noted in the Schedule of Work. The Contractor and the Forest Service shall agree on the methods of cleaning, location for the cleaning and control of off-site impacts, if any.

When new areas of infestation of noxious weeds of concern to the Forest Service are identified on the project site by either the Forest Service or Contractor they shall be promptly reported to the other party.

PART II--CONTRACT CLAUSES**SECTION I--CONTRACT CLAUSES****FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (OCT 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-7	Central Contractor Registration (APR 2008)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JULY 2010)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.215-2	Audit and Records -- Negotiation (OCT 2010)
52.219-8	Utilization of Small Business Concerns (JAN 2011)
52.219-14	Limitations on Subcontracting (NOV 2011)
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
52.219-28	Post Award Small Business Program Rerepresentation (APR 2009)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)
52.222-6	Davis-Bacon Act (JUL 2005)
52.222-7	Withholding of Funds (FEB 1988)
52.222-8	Payrolls and Basic Records (JUN 2010)
52.222-9	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (JUL 2005)

- 52.222-12 Contract Termination - Debarment (FEB 1988)
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (FEB 1988)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)
- 52.222-35 Equal Opportunity for Veterans (SEP 2010)
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
- 52.222-37 Employment Reports Veterans (SEP 2010)
- 52.222-40 Notification of Employee Rights Under Labor Relations Act (DEC 2010)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.222-54 Employment Eligibility Verification (JAN 2009)
- 52.223-3 Hazardous Material Identification and Material Safety Data Alt 1 (Jan 1997)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-4 Patent Indemnity -- Construction Contracts (APR 1984)
- 52.228-2 Additional Bond Security (OCT 1997)
- 52.228-5 Insurance – Work on a Government Installation (JAN 1997)
- 52.228-11 Pledges of Assets (SEP 2009)
- 52.228-12 Prospective Subcontractor Requests for Bonds (OCT 1995)
- 52.228-14 Irrevocable Letter of Credit (DEC 1999)
- 52.229-3 Federal, State, and Local Taxes (APR 2003)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-17 Interest (OCT 2010)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JULY 2002)
Alt 1 (DEC 1991)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)

52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991) Alternate I (NOV 1991)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-16	Quantity Surveys (APR 1984) Alternate 1 (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997) Alternate I (APR 1984)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-13	Bankruptcy (JUL 1995)
52.243-4	Changes (AUG 1987)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items (JAN 2011)
52.246-21	Warranty of Construction (MAR 1994) Alternate I (APR 1984)
52.248-3	Value Engineering – Construction (OCT 2010)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004)-- Alternate I (SEP 1996)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.232-70	Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996) (<i>Applicable if contract is over \$30,000</i>)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation and Pollution (NOV 1996)
452.236-76	Samples and Certificates (FEB 1988)
452.236-77	Emergency Response (NOV 1996)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

52.228-15 Performance and Payment Bonds—Construction (Oct 2010)

(a) *Definitions.* As used in this clause—

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds* ([Standard Form 25](#)). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds* ([Standard Form 25A](#)). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782.
Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the

FAR 52.236-1 Performance of Work by the Contractor (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 25 [insert the appropriate number] percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

FAR 52.252-6 Authorized Deviations in Clauses

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Dept of Agriculture Regulations (48 CFR 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS ALT 1 (DEVIATION 2012-01) (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been

exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

AGAR 452.228-70 Alternative Forms of Security (NOV 1996)

If furnished as security, money orders, drafts, cashier's checks, or certified checks shall be drawn payable to: USDA Forest Service.

452.228-71 Insurance Coverage. (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for

bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

Order of Precedence—Uniform Contract Format

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the specifications)
- (2) Representations and Other Instructions
- (3) Contract Clauses
- (4) Other Documents, Exhibits, and Attachments
- (5) The Specifications
- (6) Drawings

PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J--LIST OF ATTACHMENTS

J-1 SPECIFICATIONS

FS-132 Pine Creek Road South Landslide Repairs (Rev 1) June 25, 2012

J-2 DRAWINGS

FS-132 Pine Creek Road South Landslide Repairs (Rev 1) June 25, 2012

J-3 DOL WAGE DECISION

OH120002 07/13/2012 OH2

PART IV--REPRESENTATIONS AND INSTRUCTIONS**SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NOTE: Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor
VETS-100 Reporting
4200 Forbes Blvd., Suite 202
Lanham, MD 20703
Telephone: (301) 306-6752
Website: www.vets100.cudenver.edu
Reporting Questions: HelpDesk@vets100.com
Reporting Verification: Verify@vets100.com

52.204-8 Annual Representations and Certifications (NOV 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990 [insert NAICS code].

(2) The small business size standard is \$33.5 Million [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual

representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.209-7 Information Regarding Responsibility Matters (JAN 2011)

(a) *Definitions*. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see [52.204-7](#)).

AGAR 452.209-70 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION ALT 1 (DEVIATION 2012-01) (FEB 2012)

(a.) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) The Offeror is ☐ , is not ☐ (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

- (2) (i) The Offeror has ☐ , has not ☐ (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.
- (ii) Offeror has ☐ , has not ☐ (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.
- (3) The Offeror does ☐ , does not ☐ (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- 52.215-1 Instructions to Offerors--Competitive Acquisition (JAN 2004)
Alternate I (OCT 1997)
Alternate II (OCT 1997)
- 52.236-28 Preparation of Proposals – Construction (OCT 1997)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

- 452.204-70 Inquiries (FEB 1988)

NOTICE: FACSIMILE BID GUARANTEES ARE NOT ACCEPTABLE**FAR 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a Fixed Price Construction contract resulting from this solicitation.

FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered are, are as follows:

Goals for minority participation for each trade

Goals for female participation for
each trade

2.9

2.9

(Contracting Officer shall insert goals)

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Scioto and Lawrence Counties of the State of Ohio

52.225-10 Notice of Buy American Act Requirement—Construction Materials (Feb 2009)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with

paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer (Address cited in Block 7 of this document)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS 452.215-71 (SEP 1999)

(a) General Instructions. Offers submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The offer must include a technical proposal. The following information should be submitted so as to address the evaluation factors in Section M:

All contractors shall provide the following information for their technical proposals:

- Past Performance & Experience on Similar Projects: Provide a list of completed past projects with similar scope for the last three years, (include a brief description of the project and how it is similar to this one, dollar amount, project location and who the work was performed for). Include reference names and phone numbers for these projects. Offerors without a record of past performance will receive a neutral rating for past performance only. Provide this information for subcontractors on the project as well.
- Capacity to Perform Work: Provide a list of key personnel (**including sub-contractors on the project**) and their qualifications. Provide a description of equipment to be used in the project (make, model, year, etc).

(2) The Government will evaluate offers in accordance with the evaluation criteria set forth in Section M of this RFP.

(3) Offerors shall submit their proposal(s) in the following format and the quantities specified:

(a) 1 copy of the completed, signed offer (SF1442, Section B-Schedule of Items, and Section K-Offerors Reps and Certs). This serves as contractor's cost proposal.

(b) 2 copies of the technical proposal.

SECTION M--EVALUATION FACTORS FOR AWARD

AWARD DETERMINATION

Award will be made to that offeror (1) whose proposal is technically acceptable, AND (2) whose cost is the lowest. The Government may reject any or all offers if such action is determined to be in the best interest of the Government. A technically acceptable rating is given to proposals where the contractor and all subcontractors have acceptable past performance and experience on similar projects and acceptable capacity to perform work including sufficient and suitable equipment and adequate qualified personnel to perform this contract successfully.

A technically unacceptable rating is given to those proposals that 1) fail to meet minimum evaluation standards, 2) have a low probability of satisfying the requirement, and/or 3) have significant deficiencies, even though they may be correctable. An overall unacceptable rating for any of the three evaluation factors will result in an overall unacceptable rating.

EVALUATION FACTORS

1. Past Performance
2. Past Experience on Similar Projects.
3. Capacity to Perform Work.
 - Available Qualified Personnel
 - Available Equipment

SELECTION PROCEDURES

A. Only offers from Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns will be accepted for consideration. Proof of SDVOSB status is required and shall be included in your offer. Failure to include proof of SDVOSB status will result in your offer not receiving consideration for award.

B. The Government will evaluate offerors based on factors that include: Past Performance, Past Experience, List of Equipment, and List of Personnel (including proposed subcontractors). Only those offerors determined by the Contracting Officer to be in the competitive range for price will be evaluated for technical.

C. Although award is expected to be made based upon initial offers, negotiations for pricing may occur with those offerors within the competitive range who are evaluated as technically acceptable.

D. The lowest priced technically acceptable offeror will be awarded the project, provided the offeror is responsive to the solicitation and determined to be responsible.

(End of solicitation)